

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF MISSISSIPPI
GREENVILLE DIVISION**

THOMAS BURRELL

PLAINTIFF

V.

NO. 4:17-CV-170-DMB

**ANGELA WELTING, Personal
Representative and Executrix of the
Estate of Wayne M. Carlisle; and
DEER CREEK FARM, INC.**

DEFENDANTS

ORDER

After a jury awarded Angela Welting \$1,092,500 on her breach of contract claim against Thomas Burrell,¹ Burrell moved for a new trial or remittitur. Doc. #193. In a September 19, 2022, Opinion and Order, the Court found that the trial evidence supported an award of \$577,500 on the breach of contract claim and “[b]ecause Welting’s testimony [was] insufficient to support the damages award over [that amount] in economic damages, the jury verdict was against the great weight of the evidence.” Doc. #220 at 11. So, the Court granted Burrell’s motion and directed Welting “to notify the Court no later than October 3, 2022, whether she accepts the Court’s remitted damages award of \$577,500” and advised that if she did not accept the remittitur, a new trial on damages would be set. *Id.* at 14.

The next day, Welting filed an “Acceptance of Remitted Damages and Motion for Entry of Final Judgment,” indicating she “accepts the Court’s remitted damages in the amount of \$577,500.00” and requesting that the Court “remit the damages to the amount of \$577,500 and that it enter a final judgment awarding her the same against Thomas Burrell.” Doc. #221.

In light of Welting’s acceptance of the remittitur and consistent with the September 19

¹ Doc. #190.

Opinion and Order, the jury award is **REMITTED** to \$577,500. Welting's motion for entry of final judgment [221] is **GRANTED**. An amended final judgment will be entered accordingly.

SO ORDERED, this 21st day of September, 2022.

/s/Debra M. Brown
UNITED STATES DISTRICT JUDGE